BEFORE THE INDIAN CLAIMS COMMISSION

THE PEORIA TRIBE OF INDIANS OF OKLAHOMA, ET AL., Petitioners,	)	Docket No. 99
THE KICKAPOO TRIBE OF KANSAS, ET AL., Petitioners,	)	Docket No. 315
v.	)	
THE UNITED STATES OF AMERICA, Defendant.	)	

Decided: April 4, 1966

Appearances:

Jack Joseph, Attorney of Record
in Docket No. 99
Alan Hull, Attorney of Record
in Docket No. 315
Attorneys for Petitioners

Bernard M. Newburg, with whom was
Mr. Assistant Attorney General,
Edwin L. Weisl, Jr., Attorneys
for Defendant

OPINION OF THE COMMISSION

Holt, Associate Commissioner, delivered the opinion of the Commission.

As shown in the explanatory statement preceding the findings of fact herein, this case is before the Commission for the determination of whether the Piankeshaw Tribe of Indians held title to the tract in

southeastern Illinois designated on Royce Illinois Map 1 as Royce Area 63. Also, before the Commission is the overlap claim by the Kickapoo Tribe (Docket No. 315, consolidated with Docket No. 99 for this purpose) to a triangular tract in the northern part of Royce Area 63, included in Royce Illinois Map 2 as part of Royce Area 110.

The petitioner in Docket 99, the Peoria Tribe of Indians of Oklahoma, is an identifiable group of Indians within the territorial limits of the United States which has the right to bring the instant claim under Section 2 of the Indian Claims Commission Act (25 U.S.C. 70a). In this opinion, however, the discussion will center on the Piankeshaw Tribe, because all the procedures and events to be discussed took place prior to the Treaty of May 30, 1854, 10 Stat. 1082, wherein the Piankeshaw, Kaskaskia, Wea and Peoria Tribes of Indians, with the approval of the defendant, formally consolidated and became a single tribe, later to become the Peoria Tribe of Oklahoma. See Peoria Tribe, et al. v. The United States, 4 Ind. Cl. Comm. 223.

The focal point of this case is the treaty negotiated August 3, 1795 at Greenville, Ohio. We shall designate this treaty as "Greenville." The parties to the negotiation of Greenville were, on the one hand, the United States, represented by General Anthony Wayne; and, on the other hand, twelve Indian tribes, as follows: Wyandots, Delaware, Shawnoes, Ottawas, Chipewas, Putawatimes, Miamis, Eel-rivers, Weea's, Kickapoos, Piankeshaws, and Kaskaskias. The Greenville treaty was ratified and proclaimed December 22, 1795 (7 Stat. 49).

The particular points at issue are whether the Piankeshaws participated in the Greenville treaty; and, if so, whether Piankeshaw title to Royce Area 63 was recognized by such participation. To put it differently, the issues are: (1) whether the Piankeshaw Tribe was a signatory to Greenville; and (2) if so, whether the Piankeshaw Tribe thereby acquired recognized title to the tract known as Royce Area 63.

Reading Greenville as it appears now in printed form (7 Stat. 49), there would seem to be no doubt whatever that three persons, presumably Weea's, signed the treaty for the Weea's and the Piankeshaws. The relevant part of the signature area of the document reads as follows: "Weea's, for themselves and the Piankeshaws. A-ma-cum-sa (or little Beaver), A-coo-la-tha (or little Fox), Francis."

Counsel for the defendant has made a direct attack, however, on the validity of part of the above quotation: "for themselves and the Piankeshaws." Joseph M. English, Jr., document examiner at the Washington FBI Laboratory, testified as an expert on this part of the treaty, and on the caption.

The parchment original of Greenville is in the Archives of the United States, hermetically sealed between transparent synthetic plates. Mr. English was able to have the plates removed; and he took microphotographs of various parts of the treaty, furnishing enlargements of them for the Commission.

The enlarged microphotograph of page three of the treaty contains several signature boxes. The third box above the bottom on the left

side of the third page shows three names written horizontally: "A-ma-cum-sa (or little Beaver)", "A-coo-la-tha (or little Fox)", and "Francis". To the left of these names the following is written vertically: "Weea's, for themselves and the Piankeshaws." Mr. English testified that the three horizontal names were probably written by the same person. Turning to the vertical part of the box, he noted that "Weea's" was somewhat darker than "for themselves and the Piankeshaws."

Mr. English was of the opinion that the lighter vertical writing ("for themselves and the Piankeshaws.") was written later than the darker part ("Weea's"). His opinion was based on the difference in pigmentation shown by relative darkness or lightness. He testified further that his opinion was in some measure strengthened by crowding of letters in "for themselves and the Piankeshaws." He stated, however, that the relative crowding of "for themselves and the Piankeshaws" was no proof of that phrase having been written later than "Weea's". Being asked, Mr. English agreed that the horizontal "(or little Fox)" was also lighter in pigmentation than "Weea's." He also agreed when asked that the name "Kee-aw-ha" in the signature box below the one he studied was lighter in pigmentation than "Weea's." He said: "Obviously the whole document was not written with ink of constant coloring concentration, so we see differences elsewhere."

Since Mr. English could give no firm opinion on the time lapse between "Weea's" and "for themselves and the Piankeshaws", he was asked by the Commission if he could say whether the tribal names were written

after the writing of the individual signatures. He said that, in all probability, the tribal names were written after those of the individuals.

The Commission, noting that it appeared that the signature boxes were drawn as they went along, as the individual Indians placed marks after their names (already written by the engrosser), asked Mr. English if it would be reasonable to say that the three Weeas signed and the clerk wrote "Weea's"; and then, when they made their marks, it was learned that they were signing for the Piankeshaws as well as the Weea's, the clerk just added "for themselves and the Piankeshaws." Mr. English said he couldn't say yes or no.

In view of the doubts expressed by Mr. English, an expert in examination and interpretation of documents, the only fact which emerged from the above detailed account, in the Commission's opinion, was that there was a time lapse, probably a short one, between the engrossment of "Weea's", the writing of the individual names, the placing of white paper seals by the Indian signers, and the writing by the clerk of "for themselves and the Piankeshaws." This all seems quite normal to the Commission, and the only conclusion we are able to reach is that "for themselves and the Piankeshaws" was an integral part of the signature procedure. We are of the opinion that logic compels the conclusion that the Piankeshaw Tribe was a signatory to Greenville through the agency of the three individual Weea signers.

As printed in the current text (7 Stat. 49, 51), the second paragraph of Article IV of Greenville provides for total annuities to the tribal signatories of "nine thousand five hundred dollars," and the third

paragraph provides for distribution "to the Kickapoo, Wea, Eel-river, Piankeshaw and Kaskaskia tribes, the amount of five hundred dollars each." Examination of the photographic enlargement of the original treaty shows that "five hundred" was interlineated by caret after "nine thousand" in the second paragraph, as was "Pinakeshaw" after "Eel-river" in the third paragraph.

Mr. English said he hadn't noticed the additions to Article IV described above. When the Commission drew these changes to his attention, he said that the additions were different from the engrossed text of Article IV in two ways: (1) they were handwritten; and (2) they were lighter in pigmentation than the engrossed text.

It is the opinion of the Commission that these amendments to the text were made openly and for all to see, at a time somewhat later than the engrossment of the text, as necessary components of the treaty-making procedure; and that this must be so, because the United States would be duty bound to include the Piankeshaw Tribe as a monetary beneficiary of the treaty, since it included the Piankeshaw Tribe as a signatory, with the burdens of maintaining peace and friendly intercourse with the United States, returning prisoners to the United States, and so forth, borne by all signatories.

The only other area that received close attention from Mr. English was the caption. The caption is not a substantive part of the treaty, not a part of the text or signatures; but, since Mr. English gave it considerable attention, we feel his testimony on the caption and our reaction to it should be set forth at this point. Again reading Greenville

as it appears now in printed form (7 Stat. 49), the participating tribes are listed as the "Wyandots, Delawares, Shawanoes, Ottawas, Chipewas, Putawotamis, Miamis, Eel-river, Weea's, Kickapoos, Piankeshaws, and Kaskaskias."

Mr. English testified that the original parchment, of which he supplied photographs for the Commission, shows signs of fiber abrasion beneath the comma separating "Weea's" and "Kickapoos", as well as similar abrasion beneath the curlicue of the vertical bar of the first letter K in "Kickapoos." He was of the opinion that some mark, possibly an ampersand, might have been where the comma now appears between "Weea's" and "Kickapoos". He also testified that the present comma and the Kickapoo curlicue are lighter in pigmentation than the ink used in the other parts of "Weea's" and "Kickapoos". In his opinion, the abrasions were made by some sort of rubbing or cutting, possibly by a knife or the edge of a stone. He also noted that the caption was stitched onto the treaty, and also that the caption had the appearance of crowding in its second line, containing "Piankeshaws and Kaskaskias."

The logical implication of the testimony of Mr. English is that the tribal listing in the caption ended with "Kickapoos", and that "Piankeshaws and Kaskaskias" was added later. Being questioned, he agreed that the addition might have been almost simultaneous with the previous tribal listings, allowing only time enough for the ink in "Kickapoos" to dry.

The Commission is of the opinion that, if the caption did not originally contain "Piankeshaws" and "Kaskaskias", it should have; and that the amendment implied by the English testimony would have been necessary

for correctness and internal consistency in the document, since the intention of the United States to include the two tribes is clear from the caret insertions of the Piankeshaw and the total amount of annuities, and from the inclusion of the Kaskaskias, in the engrossed text of Article IV.

It appears that neither Mr. English nor any other witness has been able or willing to state under oath that the Piankeshaw Tribe was included in Greenville after the signature procedures. No witness has even suggested that any amendment or addition to Greenville was made after ratification and proclamation December 22, 1795.

The Commission has seriously considered the claim of counsel for the defendant that General Wayne, for some unknown, inscrutable reason, was venal, even criminal (a forger), and that he forged or had others forge parts of Greenville, especially those mentioning the Piankeshaw Tribe. If there were any weight in this charge, it could be said that the overt inclusion of the Piankeshaw Tribe by carets in Article IV of the treaty text would have been an unbelievably crude form of forgery. At any rate, the Commission rejects this charge by counsel for the defendant as not supported by evidence.

The Commission, on the other hand, has been unable to take seriously the defendant's thesis of ratification: that the United States Senate, a politically wise group of widely experienced men, was so politically naive as to be misled by some (unproved) trickery of General Wayne into ratification of Greenville. In the view of the Commission, the facts are less obscure: the Senate fully understood the purposes of the treaty, approved of them, and voted for ratification.

Similarly, we have not been able to take too seriously the other thesis advanced by counsel for the defendant: that President Washington, beyond a doubt the leading military figure of the time and thoroughly conversant with the background of any man who had risen to the rank of General, was taken in somehow by a man of criminal tendencies (a forger) who managed to become a Major General in the United States Army. Here again, the Commission takes a more believable and straightforward view of the facts and finds it utterly persuasive: that President Washington, knowing well the probity and devotion to duty of General Wayne, and placing full reliance on the political wisdom of the United States Senate, approved Greenville wholeheartedly and proclaimed it as law in the normal fashion.

As counsel for the defendant maintains and documents in his brief, the Weas and Piankeshaws were both Miami-speaking Central Algonquins and were closely associated at least from the early 1730's.

This Commission has had occasion in the past to consider and comment on the close relationship between the Piankeshaw Tribe and the Weea's at the time of the Treaty of Greenville. In Peoria Tribe of Indians of Oklahoma, et al. v. United States, 4 Ind. Cl. Comm. 223, 227:

> Although sovereign and autonomous at this time (early 19th Century), however, the Peoria, Kaskaskias, Weas and Piankeshaw Tribes or Nations also were ethnically and politically allied, and further maintained a close and harmonious relationship. The Treaty of Greenville of August 3, 1795, for example was signed by the Wea "for themselves and the Piankeshaws."

The Treaty of Greenville, as stated above, shows that three individuals signed it on behalf of the "Weea's for themselves and the Piankeshaws". General Wayne, who had been instructed to make sure that all the individual

signatories to the treaty had proper authority to represent the tribes they purported to represent, must have been satisfied that these three signatories had such authority to sign on behalf of the Weea's and the Piankeshaws. On the other hand, General Wayne had not been instructed to get the participation of all the Northwest tribes, which would have been impossible, as shown by the fact that one of the most important of those tribes, the Sac and Fox, did not participate. Sac and Fox Tribe et al. v. United States, 7 Ind. Cl. Comm. 675, aff'd 161 C. Cls. 189 (1963), cert. den., 11 L. Ed. 2d 165.

In our opinion, the Piankeshaw Tribe was a participant in and signatory to Greenville through the agency of the three individuals who signed the treaty for the Weea's, for themselves and the Piankeshaws. The United States Senate, a political body of great wisdom, was of the same opinion. President Washington, the leading military figure of his time, shared that opinion. The opinions of the Senate and the President were expressed formally in the ratification and proclamation of Greenville on December 22, 1795.

In order to refute the preceding logical conclusions which stem from the Greenville Treaty as it appears in the United States Statutes at Large (specifically 7 Stat. 49), the defendant would require an abundance of factual information to the contrary, as distinguished from mere opinion, argument, and speculation. Certainly no such abundance has been supplied to us. The Commission, therefore, must accept the Treaty of Greenville as it was written, and no charge that it was obtained by misrepresentation or that the petitioners' signatures were procured by

sharp practice can be entertained. Duwamish, et al. Indians v. United States, 79 C. Cls. 530, 579.

The continuing belief in validity of Greenville by the Congress is perhaps best shown by the passage of the Act of May 6, 1796 (1 Stat. 460), by which the Congress pledged and appropriated funds to defray the expenses of the obligations of the United States during the life of the treaty, including specifically a $500 annuity to the Piankeshaw Tribe. One Trois-face, representing the Piankeshaw Tribe, signed a receipt for the first $500 on September 12, 1796.

As to construction of Indian treaties, any ambiguity or doubt should be resolved in favor of the Indians; and, although there is a rule of strict construction of law in Federal cases generally, the Supreme Court has said (Choate v. Pratt, 224 U.S., 665, 675 (1912)): "But in the government's dealing with the Indians the rule is exactly contrary. The construction, instead of being strict, is wholly liberal: doubtful expressions, instead of being resolved in favor of the United States, are to be resolved in favor of a weak and defenseless people, who are wards of the nation, and dependent wholly on its protection and good faith. This rule of construction has been recognized, without exception, for more than a hundred years . . ."

There is no doubt that Greenville was legally ratified by the United States Senate. We here repeat what the Commission said in Sac and Fox Tribe of Indians of Oklahoma, et al. v. U.S., 7 Ind. Cl. Comm. 675, 677:

> * * * A treaty is essentially a political act and, if duly ratified by the United States Senate and proclaimed by the President, its validity is not a proper question for judicial inquiry unless any of its provisions should conflict with Constitutional rights and guarantees. See - United States v. Brooks, 10 How. 442; Doe ex dem Clark v. Braden, 16 How. 635; Fellows v. Blacksmith, 19 How. 366; Leighton v. United States, 161 U. S. 291; Lone Wolf v. Hitchcock, 187 U. S. 553; U. S. v. Minnesota, 270 U. S. 181; Duwamish, et al., v. United States, 79 C. Cls. 530, cert. den.; Eastern or Emigrant Cherokees, et al., v. United States, 88 C. Cls. 452; 27 Am. Jur. Sec. 11.

In the case at bar, in view of all the evidence presented to the Commission of events which took place over one and one-half centuries in the past, it appears to this Commission that all possible formalities were duly complied with. There is not a scrap of evidence, aside from thumb marks and the like by the Indians, that anyone but agents and employees of the defendant wrote a word of the Treaty of Greenville. It is certain that the United States Senate and President Washington dealt with the treaty in exactly the form in which it was presented to this Commission, with the few changes and amendments in clear view. The only reasonable conclusion from all this, in the view of the Commission, is that the treaty was "legally entered into" by a Senate and President who knew the facts, and that it did indeed become the "law of the land" upon their ratification and proclamation, as stated in clause 2, of Article VI of the Constitution.

As the Commission stated in Finding No. 20 herein, counsel for the defendant collected and entered a large number of exhibits and devoted much of his brief and proposed findings of fact to the controversial question of aboriginal title: that is, a right of occupancy gained by

exclusive use and occupancy from time immemorial. The petitioner, on the other hand, rested his case on the theory of recognized title.

The Commission is of the opinion that the Piankeshaw Tribe, as a signatory to Greenville, had recognized title to a tract whose precise boundaries would be determined later by a cession back to the United States. We believe, therefore, that the reliance of counsel for the defendant on exclusive use and occupancy in this case is irrelevant and unnecessary. In fact, counsel for the defendant states on page 99 of his brief that proof of occupancy has been held unnecessary in cases of recognized title, citing Miami Tribe v. U. S., 146 C. Cls. 421, 446 (1959). We shall have occasion to discuss this case further on, and shall refer to it as "the Miami case".

In view of the above discussion, and the pattern of cessions back to United States by Greenville signatories as set forth in Findings Nos. 13 through 18 herein, we are of the opinion that, while inter-tribal boundaries of the Greenville signatories were not clear when that treaty was executed, the boundaries of different tracts to which title was recognized in the signatories were precisely fixed in each case when a particular signatory ceded its lands back to the United States.

As the court stated in the Miami case at page 431, Governor William Henry Harrison of the Territory of Indiana was given the job of defining precise boundaries as ancillary to that of negotiating cessions back to the United States by the Greenville signatories. The court, holding the Miami Tribe to have recognized title as a Greenville signatory, made the following observations, among others, on recognized title: (page 439):

> Where Congress has by treaty or statute conferred upon the Indians the right to permanently occupy and use land, then the Indians have a right or title to that land which has been variously referred to in court decisions as "treaty title," "reservation title," and "acknowledged title." As noted by the Commission, there exists no one particular form for such Congressional recognition or acknowledgment of a tribe's right to occupy permanently land and that right may be established in a variety of ways. Tee-Hit-Ton v. United States, 348 U. S. 272; Hynes v. Grimes Packing Co., 337 U. S. 86; Minnesota v. Hitchcock, 185 U. S. 373.

And on page 474:

> In summary we hold that the Commission was correct in determining that the claimant Indians held the land ceded to the United States on October 6, 1818, by recognized Indian title and did not therefore have to prove aboriginal use and occupancy of the area so ceded, and the Commission's determination on this issue is affirmed.

We are of the opinion that the preceding view is strengthened by a recent decision by the Court of Claims affirming the Commission's decision of March 2, 1962. United States v. Kickapoo Tribe of Kansas, Peoria Tribe of Indians, et al., 10 Ind. Cl. Comm. 279; aff'd Court of Claims Slip Opinion, February 18, 1966. In that case, the Commission held that the Indian petitioners had a right to lands in eastern Illinois and western Indiana known as Royce Areas 73 and 74 through title recognized by the defendant in the duly executed and ratified treaty of Greenville (7 Stat. 49), the lands being later identified and ceded back to the defendant by the convention of October 26, 1809 and the Treaty of December 9, 1809 (7 Stat. 113).

In that case as in the case at bar the Indian petitioners placed no reliance on aboriginal use and occupancy. Counsel for the United States argued in that case, as in the case at bar, that earlier decisions of the Court of Claims enunciating the principle that Greenville signatories thereby received recognized title to lands to be specifically

described and identified later where the lands were to be ceded back to the United States, embraced only Indian tribes which occupied lands within the (Greenville) treaty area in 1795. On this point, the Court of Claims stated, in the Kickapoo case, supra, at page 4: "Nor is it critical whether the Weas and the Kickapoos were or were not occupying Areas 73 and 74 in 1795 or 1805 (though it does plainly appear that at the latter time, at least, they were living in and using the areas). 'The lands which Indians hold by recognized title may be lands formerly held by them under mere aboriginal use and occupancy title or may be lands which they never previously occupied and which the Government conveyed or granted to them.' Miami Tribe of Oklahoma, supra, 146 C. Cls. at page 445, 175 F. Supp. at 939-40. On the whole record it is clear to us that by the Treaty of Grouseland, if not before, Congress recognized or confirmed title in both appellees to the land in dispute. See Minnesota Chippewa Tribe v. United States, 161 C. Cls. 258, 262, 267, 269, 315 F. 2d 906, 908, 911, 912 (1963)."

In the Miami case (supra) the Miami Tribe claimed, this Commission agreed, and the Court of Claims affirmed, that the Miami Tribe held the land ceded back to the United States by the Treaty of October 6, 1818, by recognized title stemming from Greenville.

As the court said on page 442 of the Miami case:

> If we had before us only the Treaty of Greenville and if the Indian claimants were relying on that treaty alone, it would, of course, be necessary for them to prove what part of the land covered by Article IV of the treaty and relinquished to the Indians by the United States was owned by each of the claimants. General Wayne had found it impossible in 1795 to define the boundaries enclosing the various signatory tribes. But those boundaries were established by subsequent treaties as described in the findings and decision of the Commission and as discussed earlier in this opinion. In those treaties and in the neogitations

> leading up to them, as well as in the negotiations for the Treaty of October 6, 1818, the right of the Miami Indians as the permanent and recognized owners of the lands ceded in the 1818 Treaty had been unmistakably confirmed by the United States.

If, in the above passage, the last sentence is amended to substitute the Treaty of December 30, 1805 for that of October 6, 1818, and to substitute Piankeshaw Indians for Miami Indians, it is the opinion of the Commission that the amended passage would correctly describe the case at bar.

There were a number of cessions back to the United States by the Greenville signatories. That is, the signatories wished to sell their land and, as provided by Article V of Greenville, of course the sales had to be to the United States. The treaties under which these sales were made are set forth and discussed in pertinent part in Findings Nos. 13 through 18 herein, which cover all such sales up to and including the sale of the Piankeshaw lands under the Treaty of December 30, 1805. These treaties are as follows:

The Treaty of Greenville, dated August 3, 1795 (7 Stat. 49)

The Treaty of June 7, 1803 (7 Stat. 74)

The Treaty of August 13, 1803 (7 Stat 78)

The Treaty of August 18, 1804 (7 Stat. 81)

The Treaty of August 27, 1804 (7 Stat. 83)

The Treaty of Grouseland, dated August 21, 1805 (7 Stat. 91)

The Treaty of December 30, 1805 (7 Stat. 100)

No useful purpose would be served by discussing these treaties here, since they are analyzed fully in the findings mentioned above. The net result of this analysis is that the tract to which the Piankeshaw Tribe had recognized title was Royce Area 63 in southeastern Illinois.

All of the listed treaties were confirmed and ratified by the United States Senate.

There appears to be no doubt whatever that the Treaty of Greenville was physically in the possession of the defendant's agents and employees from its inception. Counsel for the defendant, when asked by the Commission, stated that any alteration in or amendements to the document were made by officials of the defendant. Certainly the document was offered with the alterations and amendments when ratified by the Senate and proclaimed by the President.

The Kickapoo Tribe, et al., Docket No. 315, has been consolidated for trial of title in this case because of a claimed overlap. The alleged triangular overlap results from the shape of Royce Area 110 as drawn in Royce Illinois map 2. On this map, the southern boundary of Royce Area 110 is due west from the northwest corner of the Vincennes Tract, Royce Area 26. In Royce Illinois map 1, on the other hand, the northern boundary of Royce Area 63 (which would be the southern boundary of Royce Area 110) is north seventy-eight degrees west, as set forth in Article I of the treaty of December 30, 1805, by which the Piankeshaw Tribe ceded back to the United States the lands to which it (the Piankeshaw Tribe) held recognized title under Greenville.

The Commission is of the opinion that the correct northern boundary of the Piankeshaw land, and southern boundary of the Kickapoo land is as shown in Royce Illinois map 1, Royce Area 63. The southern boundary of the Kickapoo land, as shown in Royce Illinois map 2, is a latitudinal parallel extending due west from the northwest corner of the Vicennes tract, according to the Kickapoo treaty of cession dated July 30, 1819

(7 Stat. 200). There was a later, amended Kickapoo treaty of cession just a month later, August 30, 1819 (7 Stat. 202) which described the southern boundary of the Kickapoo land as "beginning at the northwest corner of the Vincennes Tract; thence, westerly, by the boundary established by treaty with the Piankeshaws, on the thirtieth day of December, eighteen hundred and five * * *." The later of the two Kickapoo treaties mentioned above, verifying the northern boundary of Royce Area 63 as shown in Royce Illinois map 1 is, in our opinion, the treaty which correctly describes the southern boundary of the Kickapoo land.

Our decision is, therefore, that the Piankeshaw Tribe held recognized title to all of that tract of land which it ceded to the United States by the Treaty of December 30, 1805; and we further hold that the overlap claim by the Kickapoo Tribe of Kansas, et al., Docket No. 315 is not supported by the weight of the evidence, and hence is disallowed.

As this opinion and the findings of fact upon which it is based involve the same question as to title of the triangular overlaps in both Docket No. 99 and Docket No. 315, it is not thought necessary to render separate opinions or make separate findings of fact for each of the two dockets, but this opinion and the findings of fact upon which it is based are applicable to both dockets, insofar as they are concerned with the said triangular overlap.

In keeping with the above, an order will be entered that the petitioners in Docket No. 99 are entitled to institute and maintain a claim under the Indian Claims Commission Act, arising out of the

cession made by the Piankeshaw Tribe on December 30, 1805; and that the United States recognized the exclusive title of the Piankeshaw Tribe to the lands ceded by the Treaty of December 30, 1805, being Area 63 according to Royce's map of Illinois 1.

The case will now proceed to sequential determination of acreage and valuation as of May 23, 1807, the effective date of the Treaty of December 30, 1805.

Wm. M. Holt
Associate Commissioner

We concur:

Arthur V. Watkins
Chief Commissioner

T. Harold Scott
Associate Commissioner